IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTIION

Writ Petition No.5514 of 2005

Sangli Bank Ltd. ..Petitioner

Vs.

Chitale Associates ..Respondent

Shri S.S.Patwardhan for petitioner.
Shri S.S.Kanitkar for respondent.

CORAM: S.C.DHARMADHIKARI J.
23rd NOVEMBER, 2007

P.C.

1. This is a petition by Sangli Bank Ltd. challenging the judgment and order of the Courts below by which the suit of the respondent/landlord was decreed.

2. Admittedly, the Rent Control Act does not protect the present petitioner. The suit was, therefore, laid and decided on the basis that the general law i.e. Transfer of Property Act would govern the subject matter thereof. The suit proceeded on the basis that the landlord had terminated the rights of the Bank to occupy the said premises. The termination is by notice dated 4th May, 2000 and tenancy rights came to an end on 31st July, 2000. It is undisputed that the notice was duly received.

3. The only resistance to the claim of the respondent by the petitioner Bank was on the basis of the document which was styled as a lease deed. According to the Courts below, the petitioner contended that the suit premises were taken on lease basis for a period not less than 30 years. The Courts below concurrently proceeded on the basis that this unregistered document cannot be read in evidence as the provisions of the Registration Act which became applicable by virtue of the provisions under section 107 of the Transfer of Property Act prohibits the Court from looking into the document and taking on record unless the proof of its registration is placed.

4. That apart, it also took notice of the contentions raised on behalf of the landlord that the document was executed when the suit premises were not in existence. It was just an agreement to let out the suit premises.

5. It is undisputed that two suits were filed against the petitioner Bank. The earlier suit was withdrawn after the same was dismissed and

during the pendency of the appeal therefrom, Maharashtra Rent Control Act, 1999 became applicable. At no stage, either during the pendency of the earlier proceedings or after the receipt of notice terminating the tenancy under sec.106 of the Transfer of Property Act did Bank assert its right under this document. The Bank could have moved and sought appropriate relief on the basis of the said document if it conferred any right in its favour. In such circumstances, concurrent conclusions of the Courts below that the suit preferred by the landlord cannot be dismissed only upon the contents of this unregistered document is not liable to be interfered with. All conclusions are based upon the material produced and consistent therewith. No error apparent or perversity is disclosed. The petition is, therefore, devoid of any merits and is accordingly dismissed. Ad-interim order, if any, to stand vacated.

(S.C.DHARMADHIKARI J.)